



OCT 31 2011

GSA National Capital Region

**Mr. Christopher Baker**

Vornado/Charles E. Smith  
2345 Crystal Drive  
Suite 1000  
Arlington, VA 22202

Re: Freedom of Information Act (FOIA) Request No. 204528

**Dear Mr. Baker**

This letter is in response to your Freedom of Information Act (FOIA) request, dated September 14, 2011, in which you requested a copy of the:

- SF-2 for GS-11B-02329 – National Place Lease Co., LLC
- SF-2 for GS-11B-02311 – BP Kingstown Office Bldg T, LLC
- SF-2 for GS-11B-02307 – Union Square 941 Property, LP
- SF-2 for GS-11B-02324 – GPT Properties Trust
- SF-2 for GS-11B-02300 – GPT Properties Trust

Enclosed is a copy of the requested information. This completes the action on your request. Should you have any questions, please do not hesitate to contact Toni Slappy, FOIA Coordinator at (202) 619-6200.

Sincerely,

A handwritten signature in cursive script that reads "Claire L. Fortune".

Claire L. Fortune  
Director  
Office of Organizational Resources  
Public Buildings Service

Enclosures

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:  
**AUG 26 2011**

LEASE No. GS-11B-02329

THIS LEASE, made and entered into this date between **National Place Lease Company, LLC**  
whose address is **1001 G Street, NW, Suite 700W**  
**Washington, DC 20001**

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR,  
and the UNITED STATES OF AMERICA, hereinafter called the Government.

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WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

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1. The Lessor hereby leases to the Government the following described premises:

A total of 29,252 BOMA Rentable Square Feet (BRSF) (yielding 24,441 BOMA Office Area Square Feet (ABOASF)) located on a portion of the 5th floor in the North Tower (13,366 BRSF / 10,932 ABOASF) and a portion of the 14<sup>th</sup> floor in the North Tower (15,886 BRSF / 13,509 ABOASF) in the building known as National Place, located at 1331 Pennsylvania Avenue, NW, Washington, DC 20004-1710 to be used for SUCH OFFICE AND RELATED PURPOSES AS DETERMINED BY THE GOVERNMENT (See Exhibit A - Floor plan of leased premises). The Government and/or its employees shall be entitled to the right to use up to sixteen (16) on-site parking spaces at market cost. Said cost shall be borne by the individual by contracting directly with the garage operator.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term commencing in accordance with the terms of the Solicitation for Offers # ODC2003 and continuing for 10 years from the commencement date and subject to termination and renewal rights as may be hereinafter set forth. The commencement date and term shall be established in accordance with the SFO and will be memorialized in a Supplemental Lease Agreement.

3. The Government shall pay the Lessor annual rent of \$1,285,625.40 (\$43.95/BRSF) at the rate of \$107,135.45 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: **National Place Lease Company, LLC, 1001 G Street, NW, Suite 700W, Washington, DC 20001** or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in to be applied as follows: (a) the fully serviced rent for the first eighteen (18) months of the lease term shall be abated entirely; (b) the fully serviced rent for the last two (2) months of the lease term shall be abated entirely and; (c) a portion of the monthly shell rent shall be partially abated during the 19<sup>th</sup> through 23<sup>rd</sup> months of the lease term, as related to the agreed upon commission credit as more fully set forth in paragraph 6(D) below.

4. Intentionally Deleted

5. Intentionally Deleted

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, alterations, repairs, and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its Attachments are included as a component of the rent.

B. The Lessor shall provide to the Government a Tenant Improvement Allowance in the amount of \$1,028,477.28 (\$42.08/ABOASF). Such Allowance shall be available in full immediately upon execution of this Lease, but shall be held by the Lessor until directed by the Government on how the disbursement of funds shall occur. The Government shall have the full latitude to direct disbursement of funds in accordance with the SFO and/or to offset the Government's rental obligation to the Lessor in accordance with SFO Paragraph 3.3 "Tenant Improvement Rental Adjustment." This Tenant Improvement Allowance is included in the rent, with the \$42.08/ABOASF being amortized at a rate of 0% over the ten-year firm Lease term. If the Government does not utilize the entire Tenant Improvement Allowance included in the rent, the rent shall be adjusted downward using the 0% amortization rate. A mutually agreed upon Supplemental Lease Agreement will be executed upon the Government's acceptance of the space as substantially complete that finalizes the rent using the final Tenant Improvement allowance utilized. The actual cost of the Tenant Improvements will be determined by the competition and cost proposal process as set forth in SFO Paragraph 3.2 "Tenant Improvements Included in the Offer", and Paragraph 3.3 "Tenant Improvement Rental Adjustment."

C. The following limits on markups shall apply to all tenant improvements pertaining to the build out of the space, including change orders: Offeror's General Contractor's fee shall not exceed 6%, Lessor's overhead, profit, and project management fees shall not exceed 7%, general conditions shall not exceed 3%, and architectural/engineering cost shall not exceed 5%.

D. In accordance with Paragraph 2.4 "Broker Commission and Commission Credit" of the Lease, Studley, Inc. is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley, Inc. have agreed to a cooperating lease commission of 3.0% of the lease value for the ten (10) year firm term. The total amount of the commission is \$321,406.35 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. In accordance with the "Broker Commission and Commission Credit" paragraph, \$214,270.90 of the Commission will be payable to Studley, Inc., as follows: (i) one-half (1/2) when the Lease is awarded and (ii) one-half (1/2) upon the earlier of Tenant's occupancy of the premises leased pursuant to the Lease or the commencement date of the Lease. The commission installments shall be payable within 30 days of the receipt of an invoice to Studley, Inc., 555 13th Street, N.W., Suite 420 East, Washington, DC 20004. The remaining \$107,135.45 which is the "Commission Credit", is to be credited to the shell rent portion of the annual rent payments due and owing to fully recapture this Commission Credit.

Notwithstanding Paragraph 3 of the Standard Form 2, in addition to the full abatement of rent payments for months one through eighteen and one-hundred and nineteen through one-hundred and twenty, the shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture the Commission Credit of \$107,135.45. The reduction in shell rent shall commence with the 19<sup>th</sup> month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

Nineteenth (19th) Month's Rental Payment of \$107,135.45 minus prorated Commission Credit of \$21,427.09 equals \$85,708.36 adjusted Nineteenth (19th) Month's Rent.

Twentieth (20th) Month's Rental Payment of \$107,135.45 minus prorated Commission Credit of \$21,427.09 equals \$85,708.36 adjusted Twentieth (20th) Month's Rent.

Twenty-first (21st) Month's Rental Payment of \$107,135.45 minus prorated Commission Credit of \$21,427.09 equals \$85,708.36 adjusted Twenty-first (21st) Month's Rent.

Twenty-second (22nd) Month's Rental Payment of \$107,135.45 minus prorated Commission Credit of \$21,427.09 equals \$85,708.36 adjusted Twenty-second (22nd) Month's Rent

Twenty-third (23rd) Month's Rental Payment of \$107,135.45 minus prorated Commission Credit of \$21,427.09 equals \$85,708.36 adjusted Twenty-third (23rd) Month's Rent.

E. Pursuant to Paragraph 4.1(C) of the SFO, the Common Area Factor is determined to be 1.19684, calculated as follows: 29,252 BRSF/24,441 ABOASF.

F. For purposes of Paragraphs 4.2 and 4.3 of the SFO, as of the date hereof, the Government's percentage of occupancy is 6.985% based on occupancy of 29,252 BRSF in a building of 418,776 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term,

the credit to the Government shall be net of the Government's percentage of occupancy share of the reasonable costs of the appeal.

G. For purposes of Paragraph 4.4 of the SFO, as of the date hereof, the operating cost base is **\$318,847.00 (\$10.90 per BRSF).**

H. Pursuant to paragraph 4.5 of the SFO, the adjustment for vacant premises shall be \$1.50/ABOASF if the Government vacates the leased space during the term of the lease.

I. Pursuant to Paragraph 4.7 of the SFO, the cost of overtime HVAC service within the leased space is as follows:

The leased space is covered by HVAC zones A and B in the North Tower on the 5<sup>th</sup> floor and zones A, B and C in the North Tower on the 14<sup>th</sup> floor as detailed on the attached Exhibit B – HVAC Zones. The OTHVAC rate for the North Tower shall be \$56.00 per hour for the initial zone and \$11.00 per hour for each additional zone. Rates are not subject to any additional charges other than annual CPI adjustments. The normal hours of operation are 7:00AM to 6:00PM, Monday through Friday.

J. Pursuant to SFO paragraph 10.20, the Lessor at its expense shall provide and install Shatter Resistant Window Protection film to all windows within the occupied premises under this lease.

K. In the event of a conflict between this SF2 and any other documents that comprise the Lease, the SF2 shall govern.

7. The following are attached and made a part hereof:

- A. Exhibit A - Floor Plans of the Leased Area, 2 pages
- B. Exhibit B – HVAC Zones, 1 page
- C. Rider #1 – Fire & Life Safety, 2 pages
- E. Solicitation For Offers # 0DC2003, 54 pages
- F. Fire Protection and Life Safety Evaluation – 16 pages
- G. Pre-Lease Building Security Plan, 12 pages
- H. GSA Form 1217 – Lessor's Annual Cost Statement, 1 page
- I. GSA Form 3517B - General Clauses, 33 pages
- J. GSA Form 3518 – Representations and Certifications, 7 pages
- K. Small Business Subcontracting Plan, 15 pages

8. The following changes were made in this lease prior to its execution:  
Paragraphs 4 and 5 have been deleted in their entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Lessor: **National Place Lease Company, LLC**

By: **National Place Company, LLC**

A Delaware limited liability company.  
its sole member

By: 

IN PRESENCE

OF  ADDRESS 1001 G STREET, NW, WASHINGTON, D.C.

UNITED STATES OF AMERICA

BY 

CONTRACTING OFFICER

# US GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

AUG 29 2011

LEASE NO.

GS-11B-02311

THIS LEASE, made and entered into this date by and between BP KINGSTOWNE OFFICE BUILDING T, LLC

Whose address is BP KINGSTOWNE OFFICE BUILDING T, LLC  
C/O BOSTON PROPERTIES  
505 9<sup>TH</sup> STREET, NW - SUITE 800  
WASHINGTON, DC 20004

and whose interest in the property hereinafter described is that of OWNER hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described Premises:

A total of 50,639 BOMA rentable square feet (BRSF) of office and related space, which yields 44,686 ANSI/BOMA Office Area square feet (USF) of space comprising the entire fifth (22,324 USF) and sixth (22,362 USF) floors of Kingstowne Office Building T, 5971 Kingstowne Village Parkway, Alexandria, VA to be used for such purposes as determined by the Government. Included in the rent, at no additional cost to the Government, are a total of 132 structured parking spaces (inclusive of 10 reserved, structured parking spaces for Official Government Vehicles) in the parking garage attached to the building for exclusive use of Government employees and patrons.

2. TO HAVE AND TO HOLD the said Premises with their appurtenances for the term beginning on June 1, 2011 and continuing through May 31, 2021, subject to termination rights as may be hereinafter set forth.

3. The Government shall pay the Lessor annual rent of \$2,012,900.25 (\$39.75 per BRSF / \$45.05 per USF) at the rate of \$167,741.69 per month in arrears. Rent for a lesser period shall be prorated. The annual rent shall include the operating expense and real estate tax base during the Lease term as per the attached Solicitation for Offers. Rent checks shall be made payable to:

BP KINGSTOWNE OFFICE BUILDING T, LLC  
C/O BOSTON PROPERTIES LIMITED PARTNERSHIP  
P.O. BOX 3557  
BOSTON, MA 02241-3557

Commission and Commission Credit - The Lessor has agreed to pay a lease commission of 4% of the firm term value of this Lease, payable in accordance with SFO Number 9VA2199. The total amount of the Commission is \$402,580.05. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (Jones Lang LaSalle Americas, Inc.) shall forego 34% of the Commission ("Commission Credit"). The Commission Credit is \$136,877.22. The Lessor agrees to pay the Commission

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

BY: BP KINGSTOWNE OFFICE BUILDING T, LLC  
BY: BOSTON PROPERTIES LIMITED PARTNERSHIP  
BY: BOSTON PROPERTIES, INC.

BY

(Signature)

IN PRESENCE OF

*[Signature]*

(Signature)

Raymond A. Ritchey  
Executive Vice President

90 BOSTON PROPERTIES  
505 9TH STREET NW - SUITE 800  
WASHINGTON, DC 20004  
(Address)

UNITED STATES OF AMERICA

BY

(Signature)

Contracting Officer, General Services Administration



less the Commission Credit to the Broker, in accordance with the "Broker Commission and Commission Credit" paragraph in SFO Number 9VA2199, as well as the agreement between the Lessor and the Broker dated February 9, 2011.

Notwithstanding Paragraph 3 of this Standard Form 2, the monthly installments of annual rent due under this Lease for the first (1<sup>st</sup>) and second (2<sup>nd</sup>) months of the Lease term shall be reduced as follows to fully recapture this Commission Credit. Because the Commission Credit total is \$136,877.22, the rent credit for the first (1<sup>st</sup>) month shall be \$68,438.61 and thus the rent due for the first (1<sup>st</sup>) month shall be \$99,303.08 and the credit for the second (2<sup>nd</sup>) month shall be \$68,438.61 and thus the rent due for the second (2<sup>nd</sup>) month shall be \$99,303.08.

4. The Government may terminate this Lease with no penalty at any time on or after May 31, 2016 by giving at least three hundred and sixty-five (365) days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing. The Government shall timely execute a Supplemental Lease Agreement for the termination with the Lessor prior to the end of the termination of the Lease. The Government's termination option is penalty free and shall not accrue rental obligation, unamortized Tenant improvement costs or liquidated damages as a result thereof on or after the effective date of the termination.

5. Intentionally deleted.

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

A. All services, utilities, alterations, repairs and maintenance, as well as any other right and privilege stipulated by this Lease, the SFO and its attachments are included as a component of the rent, except for services, utilities, repairs and maintenance of Government-owned equipment, which shall be addressed separately in a Supplemental Lease Agreement.

B. In the event Government vacates any portion of the leased Premises, the rent for such space shall be adjusted downward by \$1.85 per USF per annum following proper notice from the Government in accordance with SFO Number 9VA2199 Paragraph 4.4.

C. The annual rent set forth in Paragraph 3 of the Standard Form 2 shall include a Tenant Improvement Allowance of \$35.07 per USF (\$1,567,138.02) to be applied toward tenant improvements or cabling. This allowance shall be amortized into the base rent at 0% interest at the rate of \$3.09 per BRSF per annum or \$3.51 per USF per annum. Any unused portion of this allowance will be applied toward abated rent in accordance with paragraph 3.3 of the SFO or applied toward tenant improvements in any Expansion Premises, in accordance with Rider #2 attached to this Lease. All work must be completed by the Lessor in accordance with the design and construction schedule in section 5.11 of the SFO.

It is agreed that the total cost of Tenant Improvements is to be amortized over the ten (10) year term of the Lease, and that the Lessor is not due any termination fee associated with unamortized Tenant Improvement costs should the Lease be terminated prior to the tenth (10<sup>th</sup>) year of the lease term.

D. Pursuant to Paragraph 4.2 of SFO Number 9VA2199, the Government's Percentage of Occupancy is established as 33.26% for tax purposes, as calculated: 50,639 BRSF / 152,254 BRSF.

E. Pursuant to Paragraph 4.1 of SFO Number 9VA2199, the "Common Area Factor" is calculated to be 1.13322 as calculated: 50,639 BRSF / 44,666 USF.

F. Pursuant to Paragraph 4.3 of SFO Number 9VA2199, the base amount for annual operating costs adjustments is \$453,219.05 (\$8.95 per BRSF / \$10.14 per USF), which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO Number 9VA2199.

G. Pursuant to Paragraph 4.2. of SFO Number 9VA2199, the Real Estate Tax base for the purpose of adjustments shall be the Real Estate Taxes for the property for the first full tax year for which the Real Estate Taxes are based upon a Full Assessment. Real Estate Tax payments shall be adjusted annually.

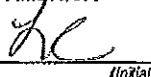
LESSOR

UNITED STATES OF AMERICA

BY

  
(Initial)

BY

  
(Initial)

H. Notwithstanding anything in SFO Number 9VA2199 or the attachments thereto to the contrary, the rate for overtime HVAC services is established as thirty-two dollars (\$32.00) per hour per floor. The HVAC system for the 5<sup>th</sup> and 6<sup>th</sup> floors is a single system and HVAC must be operated on both floors whenever HVAC overtime utilities are required.

I. All janitorial services outlined in paragraph 4.8 of SFO Number 9VA2199, shall be performed during Normal Hours as defined in SFO Number 9VA2199, Paragraph 4.5, at no additional cost to the Government.

J. Pursuant to Paragraph 3.2 of SFO Number 9VA2199, the Tenant Improvement Allowance will include the following fees: 1) for standard office build-out, the General Contractor's total fees for overhead and profit shall not exceed 4% and the General Contractor's fees for general conditions shall not exceed 7%. The Lessor's total Project Management fees shall not exceed 5%.

K. The Lessor, at its sole cost, shall complete all of the correction items outlined on the Final Fire Protection and Life Safety Report dated March 4, 2011, and addressed in Rider #3.

L. The Government agrees to accept space on the 5<sup>th</sup> and 6<sup>th</sup> floors (50,639 BRSF/ 44,686 USF) "As Existing". The Lessor represents that the Property and Leased Premises are in good repair, providing a tenantable condition. The intent of this qualification is to recognize that the Government finds such items or conditions to be at least minimally acceptable with regard to the Government's occupancy of the space. Nonetheless, such items or conditions are to be in "good repair and tenantable condition" at the time of Lease Commencement or by any other specified date(s). Further, the Lessor is to maintain (or replace, if necessary) such items or conditions so that they remain in "good repair and tenantable condition" throughout the term of the Lease, except for maintenance of Government-owned equipment, which shall be addressed separately in a Supplemental Lease Agreement. The acceptance of the Lease Premises "As Existing" does not relieve the Lessor from the obligation in the Lease to maintain, repair and/or replace building shell and life safety components in compliance with the maintenance, repair and/or replacement standards set forth in the Lease. If replacement is or becomes necessary, such replacements must be no less than equal in quality and function to the existing alterations and meet all applicable current local building codes. The Lessor shall be responsible for ensuring the Property meets and maintains compliance with all applicable local building codes, handicap accessibility, and fire protection and life safety requirements set forth in SFO Number 9VA2199.

M. If there is any conflict between this SF-2 and the balance of the Lease, the terms specified in this SF-2 shall govern.

7. The following are attached and made a part hereof:
- A. Floor plan of Leased Premises, 2 pages;
  - B. Solicitation for Offers Number 9VA2199 dated February 9, 2011, 58 pages;
  - C. Amendment No. 1 to GENERAL CLAUSES, 2 pages;
  - D. Rider #1 – Exceptions to the Solicitation for Offers, 7 pages;
  - E. Rider #2 – Right of First Offer, 2 pages;
  - F. Rider #3 – Fire Protection and Life Safety Evaluation Findings and Recommendations, 1 page;
  - G. Rider #4 – Building Security Requirements, 3 pages;
  - H. Exhibit A – List of Government-Owned Equipment, 1 page;
  - I. Exhibit B – List of Energy Efficient Improvements, 3 pages;
  - J. Certification of Seismic Compliance, 18 pages;
  - K. Fire Protection & Life Safety Evaluation, 12 pages;
  - L. Pre-Lease Security Plan, 16 pages;
  - M. GSA Form 1217 entitled LESSORS ANNUAL COST STATEMENT, 3 pages;
  - N. GSA Form 1364 entitled PROPOSAL TO LEASE SPACE, 2 pages;
  - O. GSA Form 3517B entitled GENERAL CLAUSES, 33 pages;
  - P. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS, 7 pages;
  - Q. Broker Commission Agreement dated February 9, 2011, 3 pages.
  - R. Unit Price List, 3 pages.

LESSOR

UNITED STATES OF AMERICA

BY \_\_\_\_\_

(Initials)

BY \_\_\_\_\_

(Initials)

8. This document will not constitute a payment until the date of execution by the Government. As a result, no payment whatsoever is due under this agreement until thirty (30) days after the date of execution. Any amount due there under will not accrue interest until that time.

LESSOR

UNITED STATES OF AMERICA

BY

(Initial)

BY

(Initial)



DATE OF LEASE: SEPTEMBER 9, 2011

LEASE #GS-11B-02307

THIS LEASE, made and entered into this date between Union Square 941 Property, LP

Whose address is: c/o Akridge  
601 13<sup>th</sup> Street, NW  
Suite 300  
Washington, DC 20005-3807

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 29,680 BOMA Rentable Square Feet (BRSF), [yielding 25,372 ANSI/BOMA Office Area Square Feet (ABOA)] of office and related space, located on a portion of the 2nd Floor in Suite 200 in the office building known as Union Square North, located at 999 North Capitol Street, NE, Washington, DC 20002-4259. See Attachment 12, Floor Plan.

To be used for office and related purposes as determined by the Government.

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2. TO HAVE AND TO HOLD the said premises with their appurtenances for the FIVE (5) YEAR FIRM term beginning upon the lease commencement date determined with "Attachment #2 Construction Schedule" and ending FIVE YEARS later, subject the renewal right hereinafter set forth.

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3. The Government shall pay the Lessor an annual rent of \$1,329,239.08 (\$52.39/ABOA) at the rate of \$110,769.92 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$260,824.16 (\$10.28/ABOA), base year real estate taxes, and \$101,488.00 to amortize the tenant improvement allowance of \$507,440.00 (\$20.00/ABOA) at zero (0%) percent annual interest. The operating cost base includes a daytime cleaning premium of \$1.00/ABOA. Payment of CPI adjustments to the operating cost and adjustments for real estate taxes shall be made by the Government in accordance with the SFO # 11-DC. Notwithstanding the foregoing, the Government shall be entitled to abatement of rent in the sum of \$775,389.44 to be applied against fully-serviced monthly rental payments for the first seven (7) months of the lease term until fully exhausted. Rent checks shall be payable to Union Square 941 Property, LP, c/o Akridge, 601 13<sup>th</sup> Street NW, Suite 300, Washington, DC 20005-3807.

4. (Intentionally Deleted)

5. The Government shall have the right to one (1) renewal option for a five (5) year firm term at an annual rental rate \$1,450,009.80 which is equivalent to \$57.15/ABOA (\$56.15/ABOA + \$1.00/ABOA for daytime cleaning), at the rate of \$120,834.15 per month in arrears plus accrued operating expenses from the initial term. Operating expense adjustments shall continue to be calculated from the initial base. The renewal option shall become effective provided notice be given in writing to the Lessor at least 180 days before the end of the original lease term; all other terms and conditions of this lease shall remain the same during the renewal term. Said notice shall be computed commencing the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE.

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- a) Prior to substantial completion of the leased premises, Lessor shall correct all deficiencies and comply with all recommendations and findings of Solicitation Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report.
- b) Tenant Improvements: Upon completion of improvements, if any, by Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. Tenant improvements financed by the Lessor shall be amortized at the rate of zero percent (0%) for improvements up to **\$507,440.00 (\$20.00/ABOA)**. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment in accordance with the SFO section 3. The Government reserves the right to convert any unused portion of this allowance to additional rental abatement and add accordingly to the amount stated in Paragraph 3.
- c) The Government, including individual Government employees, shall have the right to rent up to 25 parking permits at market rates, which rates are currently **\$200** per unreserved permit and **\$400** per reserved permit per month.
- d) The Government's percentage of occupancy for real estate tax purposes shall be **9.22%**, based on **29,680 RSF / 321,980 RSF**, subject to confirmation of the total rentable area of the entire building.
- e) Pursuant to Paragraph 4.1 of the SFO, the "Common Area Factor" is calculated to be **1.1698**, as calculated: **29,680 RSF/25,372/ABOA**.
- f) In connection with the buildout of Tenant Improvements, the general contractor's total fees for overhead and profit shall not exceed **4%** and the general contractor's fees for general conditions shall not exceed **2%**. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall be **2%**, and architecture & engineering fees, if any, shall not exceed **\$3.85/ABOA**. All of these fees will be paid for out of the Tenant Improvement Allowance.
- g) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services, including personnel, and shall not exceed **\$80.00** per hour per premises for the firm term of this lease. The Government reserves the right to require Lessor to provide actual bills for said services.
- h) Pursuant to section 4.4 of SFO #11-DC the adjustment for vacant premises shall be **\$3.15/ABOA**. Such adjustment shall be given only if the Government vacates 5,000 or more BOASF.
- i) Lessor and the Government have agreed to a schedule for the design, construction and delivery of space. The agreed upon schedule is attached as Attachment #2 Construction Schedule. Within ten (10) days of full execution of this lease, the Government shall provide the Lessor with a Program of requirements sufficient in scope and detail to permit the creation of Design intent Drawings. The start date for the initial task of Attachment #2 Construction Schedule, shall commence within five (5) days of the full execution of this Lease and receipt of the Program of Requirements. The start dates for all subsequent tasks shall adjust accordingly with the durations for each task remaining the same. Should either the Government or the Lessor fail to discharge their responsibilities as defined herein within the time allocated under the agreed upon construction schedule, such failure shall constitute "delay," unless it is Excusable Delay. Delay caused by either party may be offset by the early completion of that party's other responsibilities within the schedule. The absolute value of the number of days of one party's delay minus the number of days of the remaining party's delays shall equal the total number of days of delay for a given stage of the schedule. Delay in substantial completion shall then be attributable to the party having caused the greatest number of days of delay and shall be termed either "Government Delay" or "Lessor Delay" as appropriate. If Government Delay occurs, then the rent commencement date shall be the same number of days earlier than the acceptance date as the number of days of Government Delay. Any rental paid by the Government prior to actual occupancy shall be less the cost for variable services and utilities not provided to the premises. If Lessor Delay occurs, the rent commencement date shall be the acceptance date. In any event, the Government will not be required to accept space and commence rent prior to the original date as indicated in the "Occupancy Date" paragraph of the SFO, unless otherwise agreed to by the Government. Following lease award the parties will meet and negotiate in good faith in an attempt to agree upon a revised schedule that achieves, at no additional expense to either party, a final completion date which might be sooner than is set forth in the schedule attached to the Lease as Attachment #2 Construction Schedule. Absent such an agreement, Attachment #2 Construction Schedule will govern.

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Tenant shall have the right, in a location reasonably determined by Landlord, for the installation, operation and maintenance, at Tenant's expense, of one (1) satellite dishes or antennas and other related communications equipment ("Antenna"), (1) subject to the requirements of any law, ordinance, rule or regulation of any applicable governmental authority, including without limitation zoning and historic preservation laws, ordinances, rules and regulations, as well as any restrictive covenants encumbering the Building, (2) provided such use does not unreasonably interfere with the rights of other tenants in the Building to use the same for their existing antenna or any rights to install an antenna thereon set forth in a then existing written agreement, (3) subject to and in accordance with Landlord's review and approval of Tenant's requirements (including use, height, size, weight, installation requirements, etc.), which approval shall not be unreasonably withheld, delayed, or conditioned, and (4) provided such Antenna is not greater than one (1) meter in diameter, does not occupy more than a three foot by three foot area of roof space and is not more than three (3) feet in height. Tenant, at its sole cost and expense, will be responsible for the repair of any roof damage caused by the installation, ongoing use, maintenance or removal of such devices.

k) The Lessor shall cause all cleaning within the Government's demised area to be performed between the hours of 8:30a.m. and 4:30 p.m., Monday through Friday.

7. The following are attached and made a part hereof:

1. Solicitation For Offers (SFO) # 11-DC, 56 pages
2. Security Rider, 1 page
3. Fire & Life Safety Rider, 1 page
4. Solicitation Attachment #1, Rate Structure, 1page,
5. Attachment #2 Construction Schedule, Below 92,000 BOMA Office Area Square Feet, 1 page
6. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
7. Solicitation Attachment #4, Fire Protection & Life Safety Evaluation, 12 pages
8. GSA Form 1217, Lessor's Annual Cost Statement, 2 pages
9. GSA Form 1364, Proposal To Lease Space, and its attachment, 4 pages
10. GSA Form 3517, General Clauses, 33 pages
11. GSA Form 3518, Representations and Certifications, 7 pages
12. Small Business Subcontracting Plan, 14 pages
13. Floor Plan of Leased Area, 1 page

I WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Union Square 941 Property, LP

By: CIM/Union Square 941 Property, LP

BY

Avraham Shemesh, Treasurer

6922 Hollywood Blvd., Ste. 900, Los Angeles, CA 90028

IN PRESENCE OF

Lauren Maddox

6922 Hollywood Blvd., Ste. 900, Los Angeles, CA 90028

UNITED STATES OF AMERICA

BY

Raja Perumal CONTRACTING OFFICER, GSA, NCR

Page 3 of 3

DATE OF LEASE: SEP 12 2011

LEASE #GS-11B-02324

THIS LEASE, made and entered into this date between: GPT Properties Trust

Whose address is: Two Newton Place  
255 Washington Street  
Newton, MA 02458-1634

And whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the Government.

\*\*\*\*\*

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of approximately 45,360 ANSI / BOMA Rentable Square Feet (BRSF), being 39,443 ANSI / BOMA Office Area Square Feet (ABOA), (herein referred to as the Leased Premises), consisting of 2,129 BRSF (1,851 ABOA) on the lower level, 1,879 BRSF (1,634 ABOA) on the 2<sup>nd</sup> floor (or Mezzanine level); 14,650 BRSF (12,739 ABOA) on the 9<sup>th</sup> floor; 13,751 BRSF (11,957 ABOA) on the 10<sup>th</sup> floor; and 12,951 BRSF (11,262 ABOA) on the 11<sup>th</sup> floor, as cross hatched on the attached floor plan made a part hereof, in the building known as Indiana Plaza, located at 625 Indiana Avenue, NW in Washington, DC 20004.

To be used for office and related purposes as determined by the Government.

\*\*\*\*\*

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the ten (10) YEAR FIRM term beginning on November 1, 2010 and expiring on October 31, 2020.

\*\*\*\*\*

3. The Government shall pay the Lessor an annual rent of \$2,194,769.96 [(\$39.48 x 1,851 ABOA of lower level space) + (\$56.44 x 37,592 ABOA of office space)] at the rate of \$182,897.50 per MONTH in arrears. Rent for a lesser period shall be prorated. The annual rent includes an operating cost base of \$444,522.61 (\$11.27 / ABOA), base real estate taxes, and \$78,886.00 to amortize a tenant improvement allowance of \$788,860.00 (\$20.00 / ABOA) at zero percent (0%) annual interest. Rent checks shall be payable to GPT Properties Trust, at the address shown below:

GPT Properties Trust  
Two Newton Place  
255 Washington Street  
Newton, MA 02458-1634

\*\*\*\*\*

4. Intentionally deleted.

\*\*\*\*\*

5. Intentionally deleted.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:  
EXCEPT AS SET FORTH BELOW OR ELSEWHERE IN THIS LEASE, ALL SERVICES, IMPROVEMENTS, ALTERATIONS, REPAIRS, AND UTILITIES AS DEFINED BY THIS LEASE. THIS LEASE IS FULL SERVICE.

- a) Within 120 days of mutual execution of the lease, the Lessor shall correct all deficiencies and comply with all recommendations and findings of Attachment #4, Fire Protection & Life Safety Evaluation report prepared by a Certified Fire Protection Engineer, as well as the recommendations and findings of the GSA Fire Protection Engineering Section's review of the report, attached hereto and made a part hereof.
- b) Tenant Improvements: Upon completion of improvements in the leased premise by the Lessor and acceptance thereof by the Government, the cost of improvements shall be memorialized in a Supplemental Lease Agreement (SLA) along with the amortization payment amount and revised rent. In the event the total cost of tenant improvements for the leased premise is greater or less than \$20.00, then the rent shall be adjusted accordingly. (See SFO Section 3.3) Tenant improvements financed by the Lessor above \$20.00 / ABOA and up to \$42.08 / ABOA shall be amortized at ten percent (10%) annual interest. Notwithstanding any provisions of the SFO to the contrary, the Government shall not amortize more than \$1,659,761.44 (\$42.08 / ABOA) in tenant improvements. Any tenant improvements funded by the Lessor in excess of this amount shall be repaid by the Government via lump sum payment.
- c) The Government's percentage of occupancy for real estate tax purposes shall be 27.42%, based on 45,360 BRSF / 165,439 BRSF.

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GOV'T

(rev. 6/2/2011)

- d) In the event that the Lessor performs tenant improvements in the leased premises at the Government's direction, the Lessor shall be entitled to fees as set forth in this paragraph. The general contractor's total fees for overhead and profit shall not exceed 5% and the general contractor's fees for general conditions shall not exceed 9%. The Lessor's total construction management & coordination fees for the Tenant Improvements for the Government's space shall not exceed 5% and architecture & engineering fees, if any, shall not exceed \$2.75 / ABOA. Any such fees will be paid for out of the T/I Allowance.
- e) The HVAC overtime rate shall reflect the Lessor's actual cost of providing overtime HVAC services and shall not exceed \$50 / hour per floor. The foregoing rate does not include the services of an engineer or other on-site staff which is not required for the provision of overtime HVAC services. In the event that the Government and another tenant request simultaneous overtime service, the applicable overtime charge shall be pro-rated over the square footage of each such tenant for the simultaneous hours requested. In the event that an engineer or maintenance mechanic is requested by the tenant, the rate for said services shall be negotiated. If requested by the Government, the Lessor shall provide documentation, including but not limited to, an inventory of the equipment operated to provide overtime HVAC, past utility bills and other pertinent information as requested in support of the overtime HVAC rate.
- f) The Lessor shall not be required to pay any cooperating brokerage commission to the Government, or any broker acting on behalf of the Government, in connection with this lease.
- g) The Government's end users shall have the right to acquire up to 14 parking spaces in association with this Lease. Parking spaces shall be acquired via separate service contract between the Government's end users and the Lessor's parking contractor, at market rates not to exceed \$500.00 per month for reserved spaces or \$250.00 per month for non-reserved spaces during the first lease year, subject to an escalation in subsequent lease years of 3% per annum.
- h) The parties acknowledge that the Government is currently in occupancy of the premises pursuant to a prior lease and the Government shall accept and continue to occupy the premises in their existing condition, including but not limited to paragraph 10.24 of the SFO, except that Lessor shall not be relieved of any repair, maintenance or performance obligation set forth in this Lease.
- i) In the event of a discrepancy between the terms of this SF-2 and the SFO and its attachments, the terms of this SF-2 shall control.
7. The following are attached and made a part hereof:
1. Exhibit A - Floor Plans of Leased Area, 1 page
  2. GSA Form 1217, Lessor's Annual Cost Statement, 1 page
  3. Rider #1 - Fire & Life Safety, 2 pages
  4. Rider #2 - Security Requirements, 1 page
  5. Solicitation For Offers (SFO) # 11-DC\_Amended 01, 56 pages
  6. Solicitation Attachment #1, Rate Structure, 1 page
  7. Solicitation Attachment #2, Construction Schedule, Below 92,000 BOMA OASF, 1 page
  8. Solicitation Attachment #3, Scope of Work for DID's and Construction Schedule Tasks, 2 pages
  9. Solicitation Attachment #4, Fire and Life Safety Report, 17 pages
  10. GSA Form 3517, General Clauses, 33 pages
  11. GSA Form 3518, Representations and Certifications, 7 pages
  12. Small Business Subcontracting Plan, 13 pages

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: GPT Properties Trust

BY

David M. Blackman

TITLE:

President & COO

DATE:

July 21, 2011

IN PRESENCE OF

ADDRESS:

Two Newton Place  
255 Washington Street  
Newton, MA 02458

UNITED STATES OF AMERICA

BY

Joel T. Berelson

CONTRACTING OFFICER, GSA, NCR



U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY

DATE OF LEASE: SEP 09 2011

LEASE No. GS-11B-02300

THIS LEASE, made and entered into this date by and between GPT Properties Trust whose address is:

c/o Reit Management & Research LLC  
Two Newton Place  
255 Washington Street  
Newton, Massachusetts 02458-1634

and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

**WITNESSETH:** The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 14,473 BOMA rentable square feet (BRSF) equivalent to 12,585 ANSI/BOMA Office Area square feet (ABOA) of office and related space, consisting of 7,775 BRSF (6,761 ABOA) on the First (1<sup>st</sup>) and 6,698 BRSF (5,824 ABOA) on the Second (2<sup>nd</sup>) Floor, being the areas cross hatched on the floor plans attached as Exhibit A and made part hereof, as well as one (1) reserved parking space for Official Government Vehicles in the building's parking garage in an area acceptable to the Government, in the building known as Indiana Plaza and located at 625 Indiana Avenue, NW, Washington, DC 20004-2901.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a ten (10) year firm term commencing in accordance with the terms of Solicitation for Offers No. 9DC2462 (SFO) on November 1, 2010 and ending on October 31, 2020.

3. The Government shall pay the Lessor the annual rent of \$767,069.00 (\$53.00 per BRSF) at the rate of \$63,922.42 per month in arrears. Rent for a lesser period shall be prorated. Rent checks shall be made payable to: GPT Properties Trust c/o Reit Management & Research LLC, Two Newton Place, 255 Washington Street, Newton, Massachusetts 02458-1634, or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, a portion of the monthly rent shall be partially abated during the first (1<sup>st</sup>), second (2<sup>nd</sup>) and third (3<sup>rd</sup>) months of the lease term, in equal monthly amounts of \$30,682.76, for a total of \$92,048.28, as more fully set forth in Paragraph 6(N) below.

4. [Intentionally Deleted]

5. This lease may be renewed at the option of the Government for a firm period of five (5) years, to be exercised at the Government's discretion. In accordance with SFO Paragraph 1.3, the Government shall exercise such option by giving Lessor written notice at least 180 days prior to the expiration date of the initial ten (10) year lease term. The Government shall pay full service rent in the amount of \$998,637.00 per annum (\$69.00 per BRSF) payable at the monthly rate of \$83,219.75 in arrears plus accumulated operating expense adjustments from the initial firm term. The full service rate above shall be inclusive of the original operating cost base year and base year real estate taxes. Rent shall continue to be adjusted for operating cost escalations and the Government shall continue to pay real estate tax adjustments as provided in the SFO. All other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

- A) All services, improvements, alterations, repairs, and utilities as defined by this lease.
- B) The annual rent set forth in Paragraph 3 of this Standard Form 2 includes a \$42.08 per ABOA Tenant Improvement allowance amortized at 0.0% over the initial firm term, which amortization amount equals \$4.21 per ABOA per year. The total amount of the Tenant Improvement allowance is \$529,576.80. The Government shall be entitled to utilize the Tenant Improvement allowance to pay for any improvements performed by the Lessor at the Government's expense.

LESSOR  GOV'T 



- C) The Tenant Improvement Allowance will include the following fees: (1) General Conditions fee shall not exceed six percent (6%) of the Construction Costs; (2) General Contractor's fee shall not exceed five percent (5%) of the Construction Costs; (3) Architectural and Engineering fees shall not exceed \$4.00 per ABOA; and (4) Lessor's Project Management fees shall not exceed five percent (5%) of the Construction Costs.
- D) The adjustment for vacant premises shall be \$2.40 per ABOA per annum in accordance with Paragraph 4.4 of SFO No. 9DC2462. The adjustment for vacant premises will apply for the entire premises only.
- E) Pursuant to Paragraph 4.2 of the SFO, the Government's percentage of Occupancy is 8.75% for tax purposes, as calculated: 14,473 BRSF/ 165,439 BRSF. If any tax credit is due to the Government as a result of Lessor's appeal of the tax assessment during the lease term, the credit to the Government will be net of the Government's percentage of occupancy share of the Lessor's reasonable and actual out-of-pocket costs of the appeal. The Real Estate Tax Base shall be determined in accordance with Paragraph 4.2(B) (7) of the SFO. The first year of full assessment shall be the year in which the assessor has established a value for the building at full occupancy.
- F) Pursuant to Paragraph 4.1(C) of the SFO, the "Common Area Factor" is calculated to be 1.15, as calculated: 14,473 BRSF/ 12,585 ABOA.
- G) The base amount for annual operating costs adjustments is \$170,738.66, which shall be adjusted annually by the CPI in accordance with Paragraph 4.3 of SFO No. 9DC2462.
- H) Notwithstanding anything in the SFO or the attachments thereto to the contrary, the rate for overtime HVAC services shall be \$50.00 per hour. Notwithstanding SFO Paragraph 4.5, Normal Hours are from 8:45 a.m. to 6:30 p.m. except Saturdays, Sundays and federal holidays, and shall be provided by the Lessor at no additional cost to the Government. Notwithstanding the foregoing, as part of the rental consideration, Lessor shall be responsible for the utilities, maintenance, repair and replacement as necessary, of supplemental HVAC equipment currently installed in the Government space.
- I) Pursuant to Paragraph 1.1(B) of the SFO, the one (1) structured, reserved parking space discussed in Paragraph 1 of this Standard Form 2 shall be at no additional charge to the Government. The cost for Unreserved Parking for the Government occupants shall be at the prevailing rate of \$250 per month per parking contract, which rate shall be escalated 3% per annum. SFO Paragraph 10.28(B) will not apply.
- J) The parties acknowledge that the Government is currently in occupancy of the premises pursuant to a prior lease and the Government shall accept and continue to occupy the premises in their existing condition, including but not limited to Paragraph 10.25 of the SFO, except that Lessor shall not be relieved of any repair, maintenance or performance obligation set forth in this Lease, including without limitation SFO Paragraphs 1.2(E), 1.2(F), 10.28 and 10.31. Any LEED-CI SFO specifications shall not apply to the Building or Lease, except that all work shall be consistent with LEED-CI practices.
- K) All janitorial services outlined in paragraphs 4.8 and 4.9 of the SFO shall be included in the base rent and shall be performed after tenant working hours, with the exception of trash removal, which is required during Normal Hours. In addition, the Lessor agrees to comply with Attachments E and F outlined in Paragraph 11 of the SFO, the Pest Management Technical Guide and GSA Custodial Performance Work Statement, respectively.
- L) Pursuant to SFO Paragraph 1.2(C), both parties acknowledge that the exterior play area will be subject to the District of Columbia's approval. The Lessor agrees to assist the Government using reasonable efforts to procure this space, and agrees that if additional space should become available beyond the anticipated 1,350 square feet, the Government shall be given the option to procure this space as well. The Government will be responsible for any expense related to procurement, design and construction of the exterior play area.
- M) The Lessor, at its sole cost, shall complete all of the correction items on Rider Number One within 120 days of the Lease execution.
- N) In accordance with Form L-101-A Paragraph VI. Broker Commission and Commission Credit, CB Richard Ellis, Inc. ("Broker") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Broker have agreed to a cooperating lease commission of three percent (3%) of the firm term value of this lease ("Commission"). The total amount of the Commission is \$230,120.70 and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in Paragraph VI.B, only \$138,072.42, or 60% of the Commission, will be payable to CB Richard Ellis, Inc. The remaining \$92,048.28, or 40% which is the "Commission Credit", shall be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first (1<sup>st</sup>) month

of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time period practicable.

Notwithstanding Paragraph 3 of this Lease, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first (1<sup>st</sup>) month of the rental payments, and shall continue as indicated in this schedule for adjusted Monthly Rent:

First (1<sup>st</sup>) Month's Rental Payment \$63,922.42 minus prorated Commission Credit of \$30,682.76 equals \$33,239.66 adjusted First (1<sup>st</sup>) Month's Rent;

Second (2<sup>nd</sup>) Month's Rental Payment \$63,922.42 minus prorated Commission Credit of \$30,682.76 equals \$33,239.66 adjusted Second (2<sup>nd</sup>) Month's Rent;

Third (3<sup>rd</sup>) Month's Rental Payment \$63,922.42 minus prorated Commission Credit of \$30,682.76 equals \$33,239.66 adjusted Third (3<sup>rd</sup>) Month's Rent.

O) The Government shall make a one time lump-sum payment to the Lessor in the amount of \$42,979.90 for the following items in conjunction with the prior leases GS-11B-00255 and DOJ-1001-06:

- i. Outstanding balance for daytime cleaning services performed under Lease Number GS-11B-00255 in the amount of \$27,681.92 for the period of January 1, 2009 to October 31, 2010.
- ii. Outstanding balance for preventative maintenance services performed under Lease Number GS-11B-00255 in the amount of \$15,180.00 for the period of January 1, 2009 to October 31, 2010.
- iii. Correction to the 2009 CPI adjustment Lease Number DOJ-1001-06 in the amount of \$117.98.

P) The government acknowledges that the pick up and drop off of children will continue to be handled on the street.

Q) The Government agrees that compliance with the GSA Child Care Design Guide, GSA Child Care Special Requirements, List of AE Firms and District of Columbia Department of Health attachment above the existing conditions of the premises shall not constitute an additional Lessor shell cost, unless otherwise stated in this Lease.

7. The following are attached and made a part hereof:

- A) Exhibit A - Floor plans of leased area, 2 pages;
- B) Solicitation for Offers #9DC2462, 61 pages;
- C) Pre-Lease Security Plan, 13 pages;
- D) Fire Protection & Life Safety Evaluation, 15 pages;
- E) GSA Form 1217, Lessor's Cost Statement, 3 pages;
- F) GSA Form 3517B, General Clauses, 33 pages;
- G) GSA Form 3518, Representations And Certifications, 7 pages;
- H) GSA Form 1364, Proposal to Lease Space, 2 pages;
- I) Certificate of Seismic Compliance, 1 page;
- J) Small Business Subcontracting Plan, 15 pages;
- K) Security Unit Price List, 3 pages;
- L) Rider Number One, Fire Protection & Life Safety, 2 pages

8. The following changes were made in this lease prior to its execution:

Paragraph 4 of this SF2 has been deleted in its entirety.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

GPT Properties Trust

By   
(Signature)

David M. Blackman, President & COO

(Printed Name and Title)

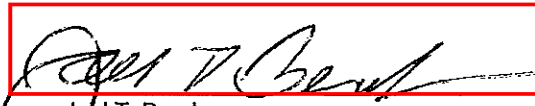
Date: 7/21/11

IN PRESENCE OF

  
(Signature)

UNITED STATES OF AMERICA

GENERAL SERVICES ADMINISTRATION

BY   
Joel T. Berelson

Lease Contracting Officer  
(Official title)

LESSOR  GOVT 